

EMPLOYEE-MANAGEMENT

COOPERATION

Negotiated Agreement

Between

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

U.S. DEPARTMENT OF COMMERCE

and

COLUMBIA LODGE 174, DISTRICT 12
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO

December 12, 1994

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PREAMBLE

Pursuant to the policy set forth in 5 United States Code, Chapter 71 and Public Law 95-454, and subject to all applicable statutes and the regulations and the policies issued pursuant thereto by the Federal Labor Relations Authority, and the Department of Commerce, the following articles constitute an agreement by and between the National Institute of Standards and Technology of the Department of Commerce, hereinafter called the Employer, and Columbia Lodge 174, District 12, of the International Association of Machinists and Aerospace Workers, AFL-CIO (Union). This Preamble is part of the Agreement.

DEFINITIONS

Unless otherwise specified in the text of this Agreement, the terms set forth below have the meanings indicated.

Agency: As defined by 5 U.S.C. 71.

Agreement: Refers to the current "Negotiated Agreement between the National Institute of Standards and Technology, U.S. Department of Commerce, and Columbia Lodge 174, District 12 of the International Association of Machinists and Aerospace Workers, AFL-CIO."

Anniversary Date: The date on which the current Agreement is signed by the Personnel Officer, Chief Management Negotiator, Chief Union Negotiator, and representative(s) of the Union.

Bargaining Unit or Unit: All wage grade employees employed by the National Institute of Standards and Technology, Fabrication Technology Division, Gaithersburg, Maryland, but excluding wage leaders, management officials, supervisor and employees described in 5 U.S.C. Section 7112 (b) (1), (2), (3), (4), (6) and (7).

Compelling Need: As defined by 5 U.S.C. 71.

Consultation or Consult: The process whereby the Employer and the Union discuss and/or exchange views prior to Management taking action. This process does not involve bilateral decision-making and Management's right to act is not encumbered.

Contract: Unless otherwise specified, refers to the "Agreement" as defined above.

Employee(s): All wage grade employees employed by the National Institute of Standards and Technology, Fabrication Technology Division, in Gaithersburg, Maryland, but excluding wage leaders, management officials, supervisors and employees described in 5 U.S.C. Section 7112 (b) (1), (2), (3), (4), (6) and (7).

Employer: Refers to NIST at Gaithersburg.

Management Official: An employee having authority, consistent with Section 7103 of 5 United

States Code, to act for NIST.

Negotiation: A process consistent with the intent of 5 United States Code, Chapter 71 whereby the parties engage in joint or bilateral decision-making within the framework of the law. In this contract the terms negotiation and bargaining are synonymous.

ARTICLE I. Parties to Agreement

The parties to this agreement include the Employer and the Union.

ARTICLE II. Exclusive Recognition and Coverage of Agreement

Sec. 1. The Employer recognizes the Union as the exclusive bargaining representative for all of its employees included within the bargaining unit, as outlined above in the definition of Bargaining Unit.

Sec. 2. As a matter of policy, while not abrogating the Employer's right to assign work, and to determine the technology used to perform the work, the Employer will attempt to assign employees covered by this Agreement the types of work regularly and historically assigned to them.

Sec. 3. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including regulations of the Department of Commerce and Office of Personnel Management; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement. However, this does not relieve the Employer from bargaining over conditions of employment which are defined as personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except for matters relating to political activities, classification of any position, or other matters specifically provided for by Federal statute.

Sec. 4. Nothing in this Agreement shall require an employee to become or to remain a union member, or to pay money to a union except pursuant to a voluntary, written authorization by a bargaining unit employee for the payment of union dues through payroll deductions.

ARTICLE III. Management Rights

Sec. 1. Management officials of the Employer retain the right, in accordance with applicable laws and regulations:

- (a) to direct employees of the agency;
- (b) to hire, promote, transfer, assign, and retain employees in positions within the Agency, and

to suspend, demote, discharge, or take other disciplinary action against employees;

©) to relieve employees from duties because of lack of work or for other legitimate reasons;

(d) to maintain the efficiency of the Government operations entrusted to them;

(e) to determine the methods, means, and personnel by which such operations are to be conducted; and

(f) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Sec. 2. It is agreed and understood that matters deemed not appropriate for consultation and discussion include but are not limited to the Employer's mission; its budget; its organization; the number of employees; and the number, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

ARTICLE IV. Matters Subject to Negotiation and/or Consultation

Sec. 1. Matters appropriate for negotiation between the parties are all personnel policies and practices and matters affecting working conditions which are within the discretion of the Employer including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, leave, promotion, demotion, pay practices, RIF, and hours of work.

Sec. 2. Both parties agree to abide by the provisions of this Agreement and to attempt to adjust all complaints or issues raised at the lowest supervisory level. The fact that certain conditions are reduced to writing does not eliminate the responsibility of either party to meet with the other to consult and/or negotiate matters affecting working conditions not covered by this agreement.

Sec. 3. Both parties recognize that there may be certain current personnel policies, benefits, and practices not specifically covered by this agreement, which will continue in effect for the period of this agreement, unless or until they are determined by appropriate authority to be contrary to policy, regulation, or law.

ARTICLE V. Union Representation

Sec. 1. The Employer agrees to recognize up to two (2) Shop Stewards.

Sec. 2. The Union shall supply the Employer in writing, within thirty (30) days of this agreement, the names of the stewards.

Sec. 3. In the event the stewards changes the changes will become effective only after the Union notifies the Labor Relations Officer in writing via certified mail and the Labor Relations Officer confirms the notification via telephone. Such confirmation will normally take place the day the notification arrives, but certainly no later than the day after the notification arrives.

Sec. 4. The shop stewards agree to receive permission from their supervisors before leaving the worksite to handle legitimate representational matters. Further, the shop stewards agree to again notify their supervisors when they complete their representational work and return to the work site or request an extension of the initial meeting time. Arrangements for scheduled meetings for representational time will be requested on the work day preceding the scheduled meeting. Other unscheduled meetings that arise will be approved unless the shop steward cannot be spared. If a decision is made that the shop steward cannot be spared, justification in writing must be given to the Union within two work days after the request. When the shop steward's supervisor is not in a duty status, the shop steward will contact the official designee. Disputes arising from these procedures will be handled immediately by the supervisor, shop steward, business agent, division chief, and labor relations officer.

Sec. 5. At the request of the Union, appointments will be made for its representatives to meet with the Employer officials and with employees during working hours, at times mutually agreeable to the Union and the Employer, on matters pursuant to this Agreement, and with employees during non-working hours on matters relating to internal Union business. Desired visits during out of hours will require prior approval of Employer's Security Office, and the Employer reserves the right to provide an escort for the visitor during those hours, but said escort will not be a part of the meeting.

ARTICLE VI. Rights of Employees

Sec. 1. It is agreed that each employee of the Unit shall have the right to form, join, and assist any labor organization, or to refrain from any such activity, freely or without fear of penalty or reprisal and each employee shall be protected in the exercise of such rights. Such rights include the right:

(a) To act for a labor organization in the capacity of a representative, and the right in that capacity, to present views of the labor organization to the heads of agencies, and other officials of the Executive Branch of the government, the Congress or other appropriate authorities.

(b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of the Statute and this Agreement.

Bargaining unit employees' questions regarding other rights will be referred to the shop steward or the Union.

Sec. 2. The Employer and the Union will not discriminate against any employee in the Unit because of race, color, religion, sex, age, national origin, handicap, or because of membership or

non-membership in a labor organization, or due to a member's active participation in a labor organization.

Sec. 3. The rights of employees, individually or collectively, to petition Congress or a Member of Congress, or to furnish information to either House of Congress, or Member thereof, may not be interfered with or denied.

Sec. 4. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, except pursuant to voluntary, written authorization by a member for payment of dues through payroll deductions.

Sec. 5. Weingarten notice: A Unit employee who is being examined by one or more representatives of the Employer in connection with an investigation will have the right to a union representative upon request, if he/she reasonably believes that he/she may be subject to discipline as a result of the examination.

Sec. 6. Employees may be permitted to withdraw their resignation provided such withdrawal is made prior to the effective date of the resignation, no commitment has been made either internally or externally for a replacement, and there is no undue administrative disruption.

Sec. 7. When an employee sustains an on the job injury as a result of an accident, the Employer agrees to verbally notify the shop steward as soon as possible. If the employee desires Union representation no questioning will take place until such representation has been provided. Such representation will be provided as soon as possible. However, this does not preclude questioning by medical professionals or others regarding the employee's medical condition.

Sec. 8. An employee is permitted to decline to carry out a task when the employee has a reasonable belief that "the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with 29 C.F.R. 1960.46(a)."

ARTICLE VII. Labor Management Committee

Sec. 1. Both parties agree to meet to discuss and attempt to arrive at solutions related to the Labor Management Relations Program as it affects the particular Division. Such areas might include but are not limited to: (a) the correction of conditions which might develop into grievances or misunderstandings; (b) the safeguarding of health and prevention of accidents; (c) the improvement of working conditions; (d) the promotion of employee education and training concerning occupational health and safety; and (e) the Employee Assistance Program and similar areas.

Sec. 2. Labor Management Committee meetings will be scheduled at the request of either party within a reasonable amount of time from the request. The request shall include an agenda of items to be discussed at the meeting and only those items shall be discussed at the meeting. Representatives at the Labor Management Committee meetings will include the MEL Deputy Director or designee, the Division Chief or designee, the Personnel Officer or designee, and three bargaining unit members at least one of whom will be a shop steward.

ARTICLE VIII. Union-Management Cooperation

The parties agree to actively support employee safety, effective communications, equal employment opportunity, attendance, high level performance, cost reduction, responsible conduct, and merit in all personnel actions.

ARTICLE IX. Equal Employment Opportunity

Sec. 1. The parties agree that they will continue to work cooperatively to assure that all employees have equal employment opportunities and that no one is discriminated against because of race, color, national origin, sex, marital status, religion, or membership in a labor organization.

Sec. 2. The Employer has responsibility of promoting full realization of equal employment opportunity through a positive, continuing program in accord with directives or appropriate higher authority.

Sec. 3. The Union agrees to become a positive force in this endeavor and to become a partner with the Employer in the explanation and implementation of ideas and programs whereby equal employment opportunities will be achieved.

Sec. 4. The responsibility for counseling employees who allege discrimination based on race, color, religion, age, sex, or national origin, and the formal investigation and adjudication of EEO complaints rests with the office of the NIST EEO Officer and EEO Counselors.

ARTICLE X. Payroll Allotment for Withholding Dues

It is hereby agreed by and between the Employer and the Union, to adopt this mutual understanding of their respective responsibilities, and the procedures, conditions, and requirements for withholding and remitting the dues of the members in good standing of the Union who voluntarily authorize allotments from their pay for this purpose.

Sec. 1. The Employer will deduct union dues from the pay of employees, who are within the recognized unit for which the Union holds exclusive recognition in accordance with the provisions of this Agreement.

Sec. 2. Subsequent to the execution of this Agreement, union dues (the regular, periodic amounts required to maintain an employee in good standing in his/her appropriate local union affiliated with the Union), will be deducted by the Employer from an employee's pay; beginning with the first bi-weekly pay period after the following conditions have been met:

- (a) It has been determined by the appropriate authorized union official, as recognized by the Union, that the employee is a member in good standing of an affiliated union.
- (b) The employee's earnings, after all other legal and required deductions, are regularly sufficient to cover the amount of the allotment.
- ©) The employee has voluntarily authorized such an allotment on Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues). The employee may have only one dues allotment in effect at any given time.
- (d) The appropriate local union official, as recognized by the Union, has certified as to the amount of bi-weekly dues to be withheld and has signed Section A of SF-1187.
- (e) The Secretary of the Union has officially transmitted in writing the completed SF-1187 to the Employer's Labor Relations Officer.

Sec. 3. The Union is responsible for the purchase and supply of SF-1187 to the employees covered by this Agreement. In addition, the Union is responsible for informing and instructing the employees covered by this Agreement on the program for allotments for payment of union dues, its voluntary nature, and the uses and availability of the applicable forms.

Sec. 4. The amount of the union dues to be deducted each bi-weekly pay period will remain as originally certified on SF-1187 until a change in the amount of such allotment is certified by the appropriate local union official, as recognized by the Union and officially transmitted by the Secretary of the Union to the Employer's Labor Relations Officer. Such certification will consist of an official letter listing: the employee's name, payroll number, union affiliation, and the amount of dues to be deducted bi-weekly. It is the responsibility of the Union to assure that each employee who has authorized an allotment is informed of any change in the allotment.

Sec. 5. Any change in the amount of the allotment of an employee will become effective with the deduction made for the first pay period after receipt of the written notice of change by the Personnel Officer or designee. A later effective date may be established if requested by the Union in the notice of change. Changes in the amounts of any allotments may not be made more frequently than once each twelve (12) months.

Sec. 6. An employee's voluntary allotment for the payment of his union dues will be terminated with the start of the first pay period following the pay period in which any of the following occur:

- (a) The Union ceases to have exclusive recognition.
- (b) The employee ceases to be employed within the recognized unit.
- ©) Receipt of a written notice from the Secretary of the Union to the Labor Relations Officer that the employee has been expelled or has ceased to be a member in good standing of his/her local union. The Union is responsible for promptly notifying the Labor Relations Officer of such action.
- (d) The employee is placed in a nonpay status for one or more pay periods.

Sec. 7. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission of a properly executed Standard Form 1188 (or appropriate substitution) in duplicate to the Employer. An SF-1188 may only be honored once a year on the anniversary of the date the person was authorized by the Union to join the Union. Such a request can only be submitted to the payroll office two (2) weeks prior to the date of such authorization. Such an SF-1188 request must be time and date stamped the day it was received in the payroll office. A copy will be forwarded to the Union office no later than seven (7) days after receipt by payroll regardless of the date they receive it. There will not be any deviation from this procedure by either the Employer or the Union.

Sec. 8. If an allotment for dues has been terminated or revoked for any reason, and the employee wishes to resume making such an allotment, he/she will submit a new completed SF-1187 in accordance with Section 2 of this Agreement.

Sec. 9. NIST will request that the Department of Agriculture's National Finance Center transmit to the Treasurer of the Union, normally within ten (10) working days after the close of each pay period, the following:

- (a) A report in duplicate for the union whose employee members have authorized an allotment for union dues. Each report will:
 - (1) Identify the local union by name and local number.
 - (2) Indicate the name of each employee member of the local union.

- (3) Indicate the amount of dues deducted for each employee member.
- (4) Indicate the name of each employee whose allotment is terminated with this report.
- (5) Include a total of the amount deducted, and the total number of deductions made.
- (b) A report showing the gross amount deducted, and the net amount due the Union and a separate check for the union.

Sec. 10. When an employee is in a nonpay status for the entire pay period, no withholding from future earnings will be made to cover that pay period, nor will the employee deposit the amount which would have been withheld if he/she had been in a pay status during that period. In the case of an employee who is in a nonpay status for only a part of such pay period, and the earnings are not sufficient to cover the full withholding, no deduction will be made. In this connection, all other legal and required deductions have priority over deductions for union dues.

Sec. 11. If an erroneous deduction for union dues is made, the employee will follow normal payroll inquiry procedures in questioning such a deduction. The payroll office will recheck the amount authorized by the employee on his/her SF-1187 and change the payroll master record if it is in error. The employee will submit a corrected SF-1187, in accordance with Section 2 of this Agreement if necessary. Retroactive adjustments of union dues is a matter to be settled between the employee and the Union.

Sec. 12. The first portion of Standard Form 1187 will show in the appropriate spaces the name and payroll number of the employee, and National Institute of Standards and Technology or NIST in the space marked "Agency." Section A of Standard form 1187 will be completed to show in the appropriate space the name of the employee's local union and local number. The actual signature of the authorized local union official, as recognized by the Union, certifying the amount of the employee's dues for each regular bi-weekly pay period, and the date will appear in the appropriate spaces of this section, Section B of Standard Form 1187 will include in the appropriate spaces the name of the local union of which the employee is a member, as well as the employee's signature.

ARTICLE XI. Basic Work Week and Hours of Work

Sec. 1. The basic work week will consist of forty (40) hours, scheduled in five eight-hour days, 7:00 a.m. - 3:30 p.m., with ½ hour for lunch Monday through Friday, except for those with supervisory approval to work a different schedule. Alternate schedules can start as late as 9:30 a.m. and extend to 6:00 p.m. Those on special work schedules must request approval every six months. Requests to change the schedule should be submitted a minimum of 30 days in advance. The lunch period will be taken from 12:00 p.m. until 12:30 p.m., however, an employee can request to begin the ½ hour lunch period up to ½ hour earlier. Exceptions and emergency requests will be considered on a case-by-case basis. For safety purposes employees requesting alternate schedules must identify a co-worker who will be present during hours outside the normal 7:00 to 3:30 work schedule.

Sec. 2. The Employer may excuse bargaining unit employees from duty with pay for such reasons as adverse weather conditions, other environmental reasons (e.g., power failure), or civil activities (voting, blood donations, etc.), provided the employee is in an active duty period, and also provided the employee is assigned to a regular tour of duty.

Sec. 3. The parties agree to actively support and encourage employee participation in the Blood Donor Program. Employees who donate blood to the Red Cross at NIST or to a local hospital will be excused from duty for this purpose for a period not to exceed a total of four (4) hours administrative leave on that day, exclusive of the lunch period. If more than four hours are allowed for this purpose, the need for the additional time should be justified by a supplemental statement attached to the time card. If an employee is not accepted for a blood donation, only one hour's administrative leave is allowed. Blood donation times will be scheduled through each employee's first level supervisor in order to assure that all employees of a shop or work crew are not absent simultaneously. Employees excused for the purpose of donating blood in a hospital must turn in a donor certificate to the supervisor upon returning to work.

Sec. 4. An employee may take breaks any time during the day but not to exceed a total of 15 minutes in the morning or afternoon. The break(s) cannot be used directly before or after lunch or starting and quitting times.

Sec. 5. Late Arrival/Early Closing

Liberal leave - means that NIST is open and all employees are expected to report for work on time, however, nonessential personnel choosing not to come to work are granted leave without prior approval from the supervisor. Employees choosing to use liberal leave must notify their supervisors as soon as possible that they are taking leave.

Delayed Arrival - NIST is open and all employees are expected to report for work on time; however, reasonable delays in reporting to work are excused. Supervisors must use their judgment as to what is considered reasonable. Employees not reporting for work are charged leave or leave without pay for the entire period of absence.

Late Opening - When hazardous weather conditions result in the late opening of NIST, all employees who report to work when NIST opens are excused for the period of the closing. Tardiness beyond the designated time of opening may be excused at the discretion of the leave-approving official up to one additional hour if the employee made a reasonably diligent effort to get to work on time. Employees not reporting for work at all are charged with the appropriate personal leave or leave without pay for the entire workday.....

Early Closing - When hazardous weather conditions result in the early closing of NIST, employees in an active duty status at the time of the closing are excused for the period of closing. Employees who are in an active duty status when an early closing is formally announced but who leave before the announced closing time are charged with the appropriate personal leave for the period of absence between their departure and the announced closing time. Employees who do not report for work at all or who leave before an early closing is formally announced are not

granted any excused absence but are charged with the appropriate personal leave or leave without pay for the entire period of their absence.

Sec. 6. The Employer may allow a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period (generally five minutes), the end of the work day (generally ten minutes), at other times, and for other reasons when approved by the supervisor (such as changing unduly soiled clothes and personal hygiene). A reasonable amount of time may also be allowed for the storage and protection of Government property and equipment and personal tools at the end of each shift.

Sec. 7. Tardiness or brief absences of one hour or less from duty during the shift may be handled administratively by (1) excusing the employee for adequate reasons; (2) requiring additional work equivalent to the period of absence or tardiness; (3) charging (in units of one hour) against annual leave or sick leave, as appropriate; (4) by placing the employee on leave without pay (in units of one hour) in the absence of accrued annual leave or sick leave; or (5) by recording the absence or tardiness as AWOL if abuse is evident. For (3) and (4), above, these will be done with the employee's consent.

ARTICLE XII. Overtime and Saturday and Sunday Work

Sec. 1. All overtime pay will be computed in accordance with applicable rules, laws and regulations, including but not limited to applicable provisions relating to night differential, Saturday pay and Sunday pay.

Sec. 2. The Employer agrees that overtime will be distributed fairly and equitably among all employees within their section or work area and job categories. The Union recognizes that deviation from this policy will occur when particular skills are required for a particular job.

Sec. 3. When the Employer has determined that overtime work is necessary, employees affected will be given as much advanced notice as possible. It is understood that the Employer has the right to require overtime work.

Sec. 4. No employee shall be placed in a non-pay status during any regular shift hours in his basic work week in order to compensate or offset overtime hours worked outside of his regular work shift or basic work week. Overtime must be scheduled and approved in advance.

Sec. 5. The Employer may allow employees assigned to overtime work a reasonable period of time for wash-up and storage of Government tools and equipment and personal tools in accordance with the conditions described in Article XI, Section 6.

Sec. 6. An employee shall receive at least two hours pay at the applicable overtime rate if called back to work after the scheduled hours of employment for the day or on a non-work day.

Sec. 7. Employees in the bargaining unit working eight-hour schedules will be paid overtime at

the rate of one and one-half times their basic hourly rate of pay for all hours during which the employee is in a pay status in excess of eight hours in a day or in excess of forty hours in a week.

Sec. 8. Employees on overtime in excess of eight (8) hours or under adverse environmental conditions will be given special consideration on work performance due to fatigue which could result as a condition of long and extended hours and days. However, willful neglect of safety violations will not be condoned and are punishable according to rules and regulations.

Sec. 9. An employee who is not present on the day when overtime work outside of the basic workweek is assigned may be denied the assignment of such overtime by the Employer. The employer is not obligated to contact the employee at home to offer the opportunity to work overtime. An employee who wishes to be considered for overtime must notify his/her supervisor in advance of his/her availability for each overtime assignment.

Sec. 10. During the time of a detail, a bargaining unit employee detailed to a work section within the bargaining unit may be considered for scheduled overtime in the section to which detailed and from which detailed if qualified to perform the work to be done on overtime.

Sec. 11. The assignment of overtime consideration may be given to qualified bargaining unit members.

Sec. 12. To be excused from overtime for medical reasons, an employee must provide a doctor's certificate to the NIST Medical Officer who will advise the supervisor that the employee is unfit for overtime work. This certificate will remain in effect for whatever period of time is indicated by the physician. The NIST Medical Officer may require additional medical information from the employee.

ARTICLE XIII. Holidays

Sec. 1. An employee shall be entitled to all holidays prescribed by law and that may be later added by law. It is the policy of the Employer not to assign holiday work to employees unless such work is necessary for the protection of life or property, security, or health; is in the interest of the general public; is to meet an emergency in which the interest of the Government requires the completion of a particular job without delay; or is necessary to provide necessary power, heat, and maintenance. The following employees are ineligible for holiday pay: Intermittents (When Actually Employed); those on appointments of ninety (90) days or less; part-time employees when the holiday is not part of the regular tour of duty; employees in a non-pay status both the day before and the day after the holiday.

Sec. 2. Holidays will be observed as non-work days. Work performed on a holiday will be compensated according to applicable rule, law and regulation.

ARTICLE XIV. Sick Leave

Sec. 1. Employees shall earn sick leave in accordance with applicable regulations.

Sec. 2.a. Approval of sick leave shall be granted to eligible employees when they are incapacitated for the performance of their duties by sickness, injury, or confinement due to illness, for doctor's appointments, and in limited circumstances involving care of a family member with a contagious disease. To obtain approval for sick leave not scheduled and approved in advance, employees or, if the employee is unable to call, some other person knowledgeable about the employee's situation, will discuss with the appropriate first level supervisor or designee the need for emergency sick leave within one hour of the beginning of the work shift. Employees requesting emergency sick leave must call the first level supervisor or designee on each successive day of illness unless on the first day, the employee requests and is granted approval for more than one day of sick leave.

b. When using sick leave for doctor, dental, or optical appointments, leave used in excess of the time needed to travel to and from the appointment and the appointment itself must be charged to annual leave or leave without pay in the absence of annual leave.

c. Calling in - To request sick leave, the employee must call the supervisor. If the supervisor does not answer, the employee must leave a message on his/her phone mail along with a number where the employee can be reached. After leaving a message on the supervisor's phone mail, the employee must transfer the call to the Division Office and ask whomever answers the phone to alert the supervisor that the employee has left a message. The supervisor will return the call and tell the employee whether the leave request has been approved. The leave is not approved until the supervisor has specifically given approval.

Sec. 3. Sick leave for more than three (3) days requires a doctor's certificate. An employee is not required to produce a doctor's certificate to support the request for approval of sick leave of three (3) work days or less unless the employee, because of apparent abuse of sick leave, had previously been given a written restriction notice by the Employer requiring a doctor's certificate to support any future request for sick leave of any duration. In lieu of a doctor's certificate by an employee not under restriction, the supervisor may approve a statement signed by the employee stating the reasons why he did not see a physician. However, any such evidence submitted by the employee in support of requests for sick leave must be acceptable to the leave approving official. Disapproval of such an employee statement must be accompanied by the supervisor's reason for disapproval.

Sec. 4. Employees who have been sent home because of illness or injury, shall not be required to furnish a doctor's certificate to substantiate a request for sick leave, unless their absence exceeds three days, or the nature of the incapacity should not reasonably require absence in excess of one day.

Sec. 5. Advanced sick leave may be granted to an employee in case of serious disability or ailment, in accordance with applicable regulations.

Sec. 6. The Employer (Health Unit and/or Fire Protection Unit) will provide emergency first aid treatment to employees who are injured in the performance of duty. The Employer will make

arrangements to transport an injured employee for emergency treatment to a hospital emergency room or physician in cases where an employee received a work related injury or is otherwise incapacitated while on the job

ARTICLE XV. Annual Leave

Sec. 1.a. Employees shall earn annual leave in accordance with applicable law and regulations. The Employer agrees to give approval to an employee's request to take annual leave for personal purposes, subject to workload and staffing requirements, when the employee has given his supervisor reasonable advance notice by presenting an SF-71, Application for Leave. Approval of annual leave for emergency reasons will be granted on an individual case basis.

b. To obtain approval for emergency annual leave not scheduled and approved in advance, employees or, if the employee is unable to call, some other person knowledgeable about the employee's situation, will discuss with the appropriate first level supervisor or designee the need for emergency annual leave within one hour of the beginning of the work shift. Employees requesting emergency annual leave must call the first level supervisor or designee on each successive day of absence unless on the first day, the employee requests and is granted approval for more than one day of annual leave.

c. Calling in - To request annual leave, the employee must call the supervisor. If the supervisor does not answer, the employee must leave a message on his/her phone mail along with a number where the employee can be reached. After leaving a message on the supervisor's phone mail, the employee must transfer the call to the Division Office and ask whomever answers the phone to alert the supervisor that the employee has left a message. The supervisor will return the call and tell the employee whether the leave request has been approved. The leave is not approved until the supervisor has specifically given approval.

d. The supervisor/designee may require an explanation prior to making a determination on the approval of the leave request. Employees will be notified promptly of approval or disapproval of their leave requests. When an employee requests leave in advance in writing, and the supervisor disapproves the request, the supervisor will give the reason in writing. If the determination is disapproval by the supervisor/designee the employee may grieve the determination.

e. Employees who develop a pattern of calling in and requesting emergency annual leave may be required in the future to give the supervisor proof of the need for emergency leave. This may also apply to requests for emergency annual leave on scheduled overtime days.

Sec. 2. Requests for leave will be considered on a first come first served basis taking into account minimum staffing levels as determined by management based on sponsor needs and safety. If two requests for the same leave period are received at the same time, tenure in the Division will prevail as the tie breaker.

Sec. 3. If the Employer finds it necessary to close the Institute in emergency situations, unit employees are entitled to the leave benefits described in the Department of Commerce Handbook of Leave Administration.

Sec. 4. Maternity leave will be granted in accordance with the following instructions:

(a) Childbirth or complications of pregnancy are temporary disabilities and will be treated for leave purposes in the same manner as any other physical condition which incapacitates the employee for the performance of duty. Leave used for these reasons may be a combination of sick leave, annual leave, and leave without pay. To the extent available, sick leave may be used to cover the time required for physical examinations and the period of incapacitation to include delivery and recuperation. If the employee desires a period of adjustment and/or time to make arrangements for the care of the child, such additional leave requirements will be charged to available annual leave or leave without pay.

(b) The length of the absence is determined by the employee, the physician, and the Employer. The Employer will establish with the employee a firm date for the leave to begin and the expected date of return.

(c) Employees should report pregnancy as soon as it is medically established so that any necessary steps may be taken to protect the employee's health and to make any necessary staffing adjustments that may be required during the maternity leave. An employee must obtain a certificate from the physician giving the estimated date of delivery, such certificate to be submitted to the supervisor at least four weeks in advance of the proposed starting date of the maternity absence.

(d) When the employee reports pregnancy, the Institute's Medical Office will determine whether the employee's duties or surroundings involve exposure to hazards which can be reduced or eliminated. As a general rule, pregnant women should not be employed in work that involves heavy lifting, continuous standing, climbing, or exposure to toxic substances. If, after consulting her physician, the employee requests modification of her work duties or a temporary reassignment to other available work for which she is qualified, every reasonable effort should be made to accommodate her request. The Employer may request medical certification as to the nature of the limitations which are recommended by the employee's physician.

(e) Barring a RIF, unsatisfactory performance, termination of a time-limited appointment, or the like, upon completion of the accommodation period, the Employer has an obligation to assure continued employment in equal grade and pay to the employee who wishes to return to work following delivery and confinement.

(f) Sick leave may be advanced in accordance with existing DoC regulations covering advance of sick leave.

(g) A male employee may request only annual leave or leave without pay for purposes of assisting or caring for his newborn child while the child's mother is incapacitated for maternity reasons. Approval of leave for this reason will be consistent with the Employer's policy for granting leave in similar situations, and each leave request will be considered on its own merits, subject to the provisions of this Article.

ARTICLE XVI. Leave Without Pay

Sec. 1. Employees shall be granted leave without pay (LWOP) in accordance with applicable laws and regulations. Initially, such LWOP shall not exceed a period of twelve (12) months. LWOP requests in excess of thirty (30) days are submitted through the division to the Personnel Officer for approval.

The Employer recognizes that there is no maximum prescribed by law or general regulation on the amount of leave without pay which can be granted and accordingly may, upon request, grant leave without pay for the following circumstances:

- (a) Employees in the Unit who may be elected or appointed as a delegate to a Union convention or other Union functions;
- (b) Employees in the Unit who may be elected or appointed to full-time Union office;
- (c) For educational purposes;
- (d) For illness or disability not of a permanent nature; and
- (e) Employees who have filed for disability retirement or pending action of a claim to the Bureau of Employees Compensation.

Sec. 2. Absence from the job to attend a union convention or conference is not part of shop steward's official job duties, but attendance can be beneficial to the Institute. Therefore, upon written notification to the Employer by the Union, a steward shall be granted approved leave without pay or annual leave at the steward's option to attend the convention or conference provided workload and staffing permit.

Sec. 3. The employee on approved LWOP retains all rights and benefits he or she had prior to going on LWOP. However, an employee who goes on LWOP for all or any part of one or more pay periods is subject to paying for continued health benefits coverage. The employee can elect to pay for continued health benefits coverage on a pay period by pay period basis or have it deducted from future pay checks once the employee returns to duty from LWOP. Health benefits are cancelled if an employee remains on continuous LWOP longer than three hundred sixty five (365) days. Health benefits can be restarted once an employee returns to duty from extended LWOP. Life insurance continues in force while an employee is in LWOP up to a maximum of three hundred sixty five (365) days. At the end of three hundred sixty five (365) days, the life insurance is cancelled. Like health benefits, life insurance can be restarted once an employee returns from LWOP of more than three hundred sixty five (365) days.

Sec. 4. The employer and the Union agree to comply with the provisions of the Family and Medical Leave Act of 1993.

ARTICLE XVII. Civic Responsibilities

Sec. 1. In the event an employee is called for jury duty, the Employer will grant court leave in accordance with applicable rules.

Sec. 2. If an employee is called for jury duty, he/she shall promptly notify the Employer by showing a copy of the jury summons and will present to the Employer a signed jury service time card or other satisfactory evidence of the time served on such duties after its performance.

Sec. 3. Employees scheduled to work on any election day who are eligible to vote in such election shall be granted time off to vote in accordance with applicable regulations, and such employees shall suffer no deduction in pay for time so spent.

ARTICLE XVIII. Disciplinary Action

Sec. 1. Disciplinary actions, a generic term including all disciplinary and adverse actions not based solely on performance-related factors, shall be taken for just cause and the efficiency of the service, and in keeping with the principle that such actions are a necessary and important tool of supervisors in the management of the workforce.

Sec. 2. The employee shall receive an extra copy of any official reprimand, notice of proposed adverse action or performance action, and letter of decision to take adverse or performance action which the employee may then present to the Union if the employee wishes to do so. Additionally, management agrees to inform the employee of the right for Union representation and, upon employee's request, will contact a shop steward concerning any meeting where the employee gives an oral response to a proposed adverse action or performance action (suspension, reduction in grade/pay, or removal).

Sec. 3. Disciplinary actions are defined as: Oral admonishment, written letter of reprimand, suspension, reduction-in-grade or pay based on inefficiency or other non-performance related factors, and separation not requested by an employee. Nothing in this section prohibits management from communicating in writing with an employee concerning inappropriate conduct on the job.

3.A. Oral admonishments, presented to the employee as such, are not grievable under the negotiated grievance procedure and may serve as the basis for further disciplinary action. Oral admonishments will not be officially documented in the employee's official personnel folder (OPF).

3.B. A written letter of reprimand will explain the employee's offense and the right to grieve under the negotiated grievance procedure. An extra copy of the written reprimand will be provided to the employee. The employee may elect to give the extra copy to the Union. A grievance in response to a written reprimand must be filed within fifteen (15) calendar days of the effective date of the action. A written reprimand will be placed in the employee's official personnel file for not to exceed two (2) years.

3.C. A proposal to suspend, to remove, reduce in grade or pay based on inefficiency or other non-performance factors, will include a written notification specifying the reasons for such proposal. The employee will be provided an extra copy of the proposal which the employee may give to the Union.

3.D. Proposed suspensions of fourteen (14) days or less are not grievable under the negotiated grievance procedure. A decision to sustain a proposed suspension of fourteen (14) days or less may be grieved under the negotiated grievance procedure. Any disciplinary notice or communication less than a reprimand will not be cited if more than one year old and no recurrent conduct has occurred.

Procedure

3.D.1. The advance written notice period of a proposed suspension of fourteen (14) calendar days or less is ten (10) calendar days. The notice must state the most severe action that is being proposed. No action may be taken that is more severe than that listed in the notice.

3.D.2. The notice must contain the specific reasons for the action which management is relying on to support its proposal.

3.D.3. The notice must include specifically and in detail the infraction(s) or offense(s) the employee committed.

3.D.4. The notice must inform the employee that he or she and their chosen representative have the right to review any material used to support the proposed suspension; that the employee has the right to request a reasonable amount of official time to review the material; that the employee may respond both orally and in writing to the proposal; to whom the response must be directed; and that any such written response must be submitted within ten (10) calendar days of receipt of the notice.

3.D.5. If a meeting on the proposed suspension is requested, it must be held within ten (10) calendar days of receipt of the request. Management must issue its written decision within ten (10) calendar days of the conclusion of the meeting, or expiration of the reply time.

3.D.6. In the written decision, the employee must be informed that the Union is the exclusive representative should the employee decide to grieve the decision to sustain the proposed suspension and should the employee elect representation.

3.E. Proposed suspensions of fifteen (15) calendar days or more, reductions in grade or pay based on inefficiency or other non-performance factors, and separations are not grievable under the negotiated grievance procedure. Decisions to sustain such proposed actions may either be appealed by the employee to the Merit Systems Protection Board or with the Union's concurrence taken to binding arbitration, but not both. Appeal of such decisions to the Merit Systems Protection Board must be filed with the Board within thirty (30) calendar days after the effective date of the action. Arbitration may be invoked only according to the provisions of Article XXXII of the Negotiated Agreement.

Procedure

3.E.1. Procedures on proposing disciplinary actions listed in E. above are the same as those in Sec. 4.D. 1 through 5, except that the notice period for such actions is thirty (30) calendar days, and any written response to such notice must be submitted within fifteen (15) calendar days of receipt of the notice. The thirty-day notice period and fifteen-day response time do not apply when the crime provision, 5 U.S.C. 7513b.1., is invoked.

Sec. 4. In the administration of disciplinary actions, all aspects of due process shall be observed in accordance with all current and future personnel laws and regulations as set forth by Congress, OPM, and DoC.

Sec. 5. When a member of the Bargaining Unit is called in by a supervisor to discuss any disciplinary matter, the employee may request the presence of a union shop steward at the meeting. The employee shall have the right to decline representation and participation of the union (even as an observer) in the meeting.

Sec. 6. If a supervisor has reason to give an employee an oral admonishment or any other form of discipline, such discipline must be carried out in private and in such manner that will not embarrass the employee in front of other employees. Present at any meeting dealing with disciplinary actions will only be those persons having a need to be there, for example, the supervisor, other management representatives, the Union's representative (if the employee desires), and the employee.

Sec. 7. When an employee grieves a disciplinary action and does not elect Union representation, the Union will be permitted with the employee's consent to have an observer present at any meeting requested by the employee, or to review the record of the case should no meeting be requested and a decision is expected on the record alone.

Sec. 8. All disciplinary action records maintained on employees will comply with the Privacy Act. No deviation is permitted with respect to such records. Violation is subject to the negotiated grievance and arbitration procedures of this Agreement. It is also agreed that access to these records is governed by the Privacy Act.

ARTICLE XIX. Personnel Movements in Reduction-In-Force Situations and Rehiring

Sec. 1. The Employer agrees, whenever possible, to take steps to avoid or minimize reduction-in-force by restricting recruitment and promotions, by meeting full-time equivalency ceilings through normal attrition, and by reassignment of surplus employees to positions which are vacant at the same grade of affected employees and for which affected employees are qualified. The Employer agrees to notify the Union as far in advance as possible of initiating a reduction-in-force affecting bargaining unit employees.

Sec. 2. The Employer agrees to notify the Union of the reasons for a reduction-in-force; affected competitive levels; and the approximate number of employees affected. Upon request, the Employer will provide the Union with a copy of the pertinent retention register used for the reduction-in-force. During any reduction-in-force affecting bargaining unit employees, management will provide the Union with updated status reports.

Sec. 3. Reductions-in-force, including determining retention, bumping, and retreat rights will always follow applicable regulations of OPM, DoC, and NIST.

Sec. 4. The Employer will fully counsel bargaining unit employees affected by reduction-in-force of their rights under existing laws and regulations and of all placement programs available to RIF'ed employees.

Sec. 5. A career bargaining unit employee separated by reduction-in-force shall be given the opportunity to be placed on the DoC's Reemployment Priority List for two years, while a career-conditional bargaining unit employee separated by reduction-in-force shall be given the opportunity to be placed on the Reemployment Priority List for one year.

Sec. 6. The result of a bargaining unit employee's reduction-in-force may either be taken to arbitration according to provisions of Article XXXII of the Negotiated Agreement provided the Union agrees, or appealed to the Merit Systems Protection Board, but not both. An employee may appeal directly to the MSPB with or without the Union's representation. An appeal must be filed with the appropriate MSPB authority not later than thirty (30) calendar days after the effective date of the reduction-in-force.

ARTICLE XX. Changes in Job Descriptions and Job Requirements

Sec. 1. When any change in a job description, job requirement, or job grade level results in a personnel action effecting a downgrading of an employee in the unit, such personnel action will not be effected without prior (30 calendar days) written notice to the employee stating in full the reasons for the action. An extra copy of such notice will be provided to the employee so that he or she can notify the Union or a representative of the Council. If he or she wishes the Union can consult with the Employer on any issues in connection therewith.

Sec. 2. When an employee alleges inequities in his/her job description, he/she will bring it to the attention of the supervisor before going to Personnel.

Sec. 3. The Union may at times consult with the Employer, or present its views in writing on broad classes of positions, assignments, or pay bands or related matters. When the Union's views are presented in writing, a response in writing will be promptly furnished by the Employer.

ARTICLE XXI. Training and Career Development

Sec. 1. Both parties recognize that the training and development of employees contributes towards efficient operations. Accordingly, the Employer will, within budgetary and staffing limitations, and to the extent possible, encourage employees to self-develop and provide necessary training to enable employees to perform their assigned work efficiently and effectively.

Sec. 2. Each employee is responsible for applying reasonable effort, time, and initiative to increase potential value through self-development. Both parties encourage employees to take advantage of training and educational opportunities that will add to the skills and qualifications needed to increase efficiency, performance of duties, and advancement within their occupation.

Sec. 3. The determination of training needs, choice of subject matter, areas of training, selection of employees for training, and assignment of training priorities is a function of the Employer. Management directed job-related training will be distributed equitably and fairly among qualified employees.

Sec. 4.

A. Shop Stewards may be granted official time to attend training relating to Union representational matters up to a total of forty (40) hours per steward per calendar year. Any additional training on union presentation matters will be considered on a case-by-case basis.

B. The Shop Stewards' official time will be charged to the Personnel Labor Relations cost center while attending Union related training.

C. The employer will normally approve requests for training on official time when given a minimum of five (5) days notice and when the training does not interfere with employer's job requirements.

Sec. 5. Training that the supervisor determines is essential for successful performance of assigned duties will be required. Training that the supervisor determines is optional, i.e., not essential for successful performance of current duties, but reasonably related to work the employee currently performs or to work anticipated to be performed at NIST (such as that resulting from technological change) will be granted at the request of the employee within budget and staffing constraints. The employer agrees to pay for all approved training and to pay for or provide required materials, e.g., books. Specific proposals for optional training should be submitted to the first line supervisor. Such training could be done by equipment manufacturers' representatives, work-related schools, vocational schools, colleges, other agencies, or on the job.

ARTICLE XXII. Presentation of Awards

The Employer agrees to give formal expressions of employee recognition to employees in the unit in public ceremonies subject to the wishes of the employee. Also, such ceremonies will be conducted at such times as to ensure timely presentation of the forms of recognition. The Employer agrees to give incentive awards and bonuses to employees covered by this agreement in accordance with NIST policy.

ARTICLE XXIII. Occupational Safety and Health

Sec. 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage the employees to work in a safe manner. The Employer shall provide and require the use of protective equipment, including personal protective equipment for eyes, face, head, and extremities; protective clothing; respiratory devices; and protective shields and barriers whenever it is necessary by reason of hazards of processes or environment, such as chemical hazards, radiological hazards or mechanical irritants that are capable of causing injury or impairment in any part of the body through absorption, inhalation, or physical contact.

Sec. 2.

a. Upon request, the Employer shall provide the Union with a copy of the supervisor's report of lost workday accidents involving unit employees. Employee shall report all accidents, no matter how minor, to his supervisor at the time of the accident. Supervisor shall ensure that employees complete Form CA-I and 2, "Federal Employees' Notice of Injury or Occupational Disease" for each occupational injury/illness.

b. An employee is to notify his/her supervisor of their need to go to the Medical Unit unless an emergency prevents such advance notice in which case the employee will notify the supervisor or Division Office as soon as possible.

Sec. 3. Repair or adjustment of operating machines or energized circuits will not be permitted, except where such repair or adjustment can only be accomplished under operating conditions or when an emergency exists, and then only when authorized by the applicable unit supervisor. When employees are required to work under conditions which may be potentially detrimental to health and safety, all reasonable precautions will be taken to protect them from the potential hazards. The Union encourages employees to promptly report work-connected injuries/ illnesses and other non-injury accidents; to observe safe work practices as well as posted or oral safety instructions; and to use protective clothing and equipment where its use is required. It is the responsibility of the employee to see that all safety equipment fits properly.

Sec. 4. Safety glasses are to be worn at all times; even when an employee is sitting at the work bench. Budget permitting, the Employer will provide new prescription glasses annually if the employee provides a new prescription or any time the prescription changes. Employees will be issued new glasses upon request if glasses are lost, scratched, or broken. All glasses will be equipped with permanently attached, full (cup), wire mesh or flat fold sideshields.

Sec. 5. For safety purposes, employees will not work alone.

Sec. 6. Upon finishing a job or at the end of the workday, it is the employee's responsibility to clean the machine being used and the area immediately surrounding the machine of chips and other debris. The employee is to give the machine in use his/her full time and attention, thus, precluding the reading of any material other than drawings or specifications for the job while the machine tools are in operation.

ARTICLE XXIV. ACCOMMODATION

The employer must, in accordance with rule, law, and regulation, reasonably accommodate an employee with a handicapping condition (resulting from injury or other health problems) which prevents the employee from performing the full range of his/her duties. Employees with handicap-ping conditions preventing them from performing the full range of duties must provide medical documentation concerning the medical condition, diagnosis, prognosis and which duties of the official position description he/she can perform to the NIST Medical Officer and supervisor. The NIST Medical Officer will, in turn, advise the supervisor on what accommodations, if any, need to be made. If the accommodation cannot be made within the employee's position, the employee may bring the matter to the Division Chief to determine if an accommodation can be made temporarily in the Division. If accommodation cannot be made in the Division, the employee may talk with the Personnel Generalist responsible for the Division to determine if a vacant position for which he/she qualifies and which meets the employee's medical requirements exists at NIST to which the employee can be detailed without change in pay until the temporary need for accommodation ceases.

ARTICLE XXV. Attendance at NIST Ceremonies

Employees who wish to attend NIST ceremonies, seminars, talks, conferences, and the like must request approval to attend from their supervisors. The supervisors will attempt to approve such requests barring workload and budget constraints.

ARTICLE XXVI. Merit Assignment Program

Sec. 1. The NIST Merit Assignment Program, as contained in the NIST Administrative Manual, Chapter 10.07, are incorporated into this Agreement by reference. Only additions or modifications to the NIST Program which have been agreed to by both parties through negotiations are included here. If Administrative Manual Chapter 10.07 is revised by NIST management, it is agreed that NIST will send a copy of the revised Chapter to the Union along with notice of an opportunity to negotiate on the changes insofar as they are negotiable under this Agreement and 5 U.S.C. 71. If the Union chooses to negotiate on the changes, the revised Chapter will not apply to bargaining unit employees until negotiations have been completed and agreement is reached.

Sec. 2. Evaluation and ranking: For non-supervisory vacancies occurring in the bargaining unit covered by this Agreement, the Office of Personnel Management X-118C Qualification Handbook will be used as a basis for determining basic eligibility. The standard used may not be

modified after the vacancy announcement has been posted unless an inappropriate standard was used. Applicants will be rated to determine whether they meet minimum standards for eligibility by evaluation of their experience, and training. The crediting plan to be used in evaluating applicants with respect to the factors specified in the vacancy announcement and will be developed jointly by the supervisor of the vacant position and the servicing personnel generalist.

Sec. 3. Referral: For non-supervisory vacancies occurring in the units covered by this Agreement, the Merit Promotion Certificate shall include only the candidates evaluated as highly qualified.

Sec. 4. Confidentiality: The current supervisor of a bargaining unit employee covered by this Agreement will not be notified by the Personnel Division that his or her employee is receiving active consideration by a selecting official for another position within the bargaining unit.

Sec. 5. Selection: No selecting official may show or give preference to any job candidate based upon factors not pertinent to the candidate's qualifications for performing work at a higher level. This includes personal friendship or political connections.

Sec. 6. The Institute's Personnel Division will provide the Union, upon request, with sufficient copies of Administrative Manual Chapter 10.07, Merit Assignment Program, for distribution to bargaining unit employees.

Sec. 7. Employees covered by this agreement shall have an opportunity to advance to a WG level appropriate to their skills and to the regular and recurring tasks being assigned.

ARTICLE XXVII. Contact Shop Responsibilities

FTD maintains Contact Shops through NIST that are sponsored by Divisions outside of FTD, but staffed by FTD Machinists/Instrument Makers. FTD employees can be reassigned and moved from one shop to another or back to the Main Shop at the discretion of the Special Shop Supervisor and the FTD Division Chief. Individuals assigned to the Contact Shops are subject to all FTD policies and are under direct supervision of the Special Shop Supervisor.

ARTICLE XXVIII. Shoe Allowances

The Employer will pay an annual shoe allowance of \$75.00 to each employee covered by this Agreement. Each employee whose position requires metatarsal shoes may choose to receive the shoe allowance or management will purchase the shoes for the employee.

ARTICLE XXIX. Technological Change

Sec. 1. The Employer will advise the Union as far in advance as possible of any technological change which the employer intends to implement which would have an adverse effect on the bargaining unit employees or would reduce the number of bargaining unit employees. It shall be the responsibility of the Employer to provide the Union with full information regarding the

effects of these technological changes. The Employer will give due consideration to the Union's recommendations on the technological changes.

Sec. 2. The parties recognize that FTD is involved in a rapid, evolutionary process driven by demands of the customers, technology, and the demands of the information age. In the past, services and tasks were specific, and the technology to accomplish those tasks was relatively stable. This is no longer the case.

Where the supervisor determines that training is essential for successful performance of current, assigned duties (as in technological change resulting in equipment changes, where no new job qualifications are required), the supervisor will require such training.

Technological change may result in the need for new job skills and job qualifications. To enhance their backgrounds and to prepare for positions reasonably related to work the employee currently performs or positions anticipated to be performed in FTD due to technological change, employees may request training opportunities. Training for technological change is a joint effort involving management encouragement and support within the limits of budget and staff and employee initiative and preparation.

If the need for a reduction-in-force results from technological change, the Employer will notify the union as far in advance as possible of initiating the RIF and will proceed as discussed in Article XIX, Personnel Movements in Reduction-in-Force Situations and Rehiring, above.

ARTICLE XXX. Contracting Out

Sec. 1. Prior to contracting out work (non-A-76) typically performed by the bargaining unit, the division chief may consider organizational needs including but not limited to whether the contracting work can be performed by the bargaining unit at current staffing levels, with employees' skills, by the employer's equipment, or at the time the work needs to be done. The employer will exercise its impact and implementation (I&I) bargaining responsibilities under the law if more than a diminimus change will occur in conditions of employment which would adversely affect the rights of unit employees.

Sec. 2. Any information released to the union pertaining to proposed contracting out of bargaining unit work will be considered as privileged information and will not be released outside of the unit. The information will be provided directly to the designated union business representative.

ARTICLE XXXI. Negotiated Grievance Procedure

Sec. 1. The purpose of this Article is to provide an exclusive procedure for the processing and settlement of grievances over the interpretation and application of this Agreement; NIST's interpretation of published agency policies or regulations, provisions of law or regulations of appropriate authorities outside the agency; decisions to sustain proposed suspensions of fourteen (14) days or less; and for the settlement of employee grievances for which no separate grievance procedure is provided. This procedure is also the exclusive procedure available for settlement of all grievances on questions of arbitrability. It does not cover:

- (a) Any claimed violation of subchapter III of Chapter 73 of Title 5 U.S. Code (relating to prohibited political activity).
- (b) Retirement, life insurance, or health insurance.
- (c) A suspension or removal under Section 7532 of Title 5 U.S. Code - national security.
- (d) Any examination, certification, or appointment.
- (e) The classification of any position which does not result in the reduction in grade or pay of an employee.
- (f) The non-adoption of a suggestion.
- (g) Decisions relating to Worker's Compensation claims which are adjudicated by the U.S. Department of Labor.
- (h) A fitness-for-duty examination decision.
- (i) Matters for which a statutory appeal procedure is established.

Sec. 2. An employee may only represent himself or herself or have the Union represent him or her in any grievance initiated under these procedures.

Sec. 3. If the parties cannot agree as to whether or not an issue is grievable or arbitrable under this procedure the question will be referred to the arbitrator.

Sec. 4. It is agreed that any grievance under this Article will be initiated within fifteen (15) calendar days of the incident that caused the grievance, and not later than forty five (45) calendar days of the incident, provided the grievant can prove satisfactorily that he or she was unaware of the incident within the fifteen (15) day time limit.

Sec. 5. Grievances will begin at whatever appropriate step relief or resolution can be granted. The steps of the Negotiated Grievance Procedure are listed below. If a decision at each step is not rendered within the specified number of days, the grievant may refer the grievance to the next step. In grievances where the Union is designated by the employee as the representative, the steward must have the concurrence of the employee to go forward to the next step. NOTE: There are separate grievance steps covering grievances of decisions by the Deputy Director of MEL to sustain proposed suspensions of fourteen (14) days or less.

Sec. 6. If the employee and/or the Union fail to act within the time limits specified, such failure shall constitute acceptance of the Employer's decision and/or withdrawal of the grievance. Both parties can agree to extend time limits.

Sec. 7. The grievant, the Union representative, if a bargaining unit member, and any employee witness(es) will be in a duty status while serving in that capacity.

Sec. 8. Negotiated Grievance Forms will be available through the Union and Labor Relations Officer.

Sec. 9. The Employer and Union agree that an employee may present an interpretation and an application grievance to the Employer without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given the opportunity to be present at the adjustment.

Sec. 10. It is the intent of both parties that any dispute subject to the negotiated grievance procedure shall be handled in a confidential, objective, and expeditious manner, with a view of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack.

Sec. 11. The Union agrees to avoid supporting frivolous, vague, or untimely grievances and to refrain from soliciting grievances.

Steps of Negotiated Grievance Procedure

Step 1: The grievance may be taken up by the employee with the immediate supervisor orally and informally. It should be understood that the employee reserves the right to request the presence of a shop steward. The supervisor (or designee) must inform the grievant in writing of the decision within five (5) work days after being notified of the grievance.

Step 2: If the grievant is not satisfied with the Step 1 decision, the grievance may be resubmitted to the Division Chief within five (5) work days of notification of the Step 1 decision. The written grievance must contain: (1) a statement of the Article(s) alleged to be violated and the nature of the grievance, (2) a specific statement as to the requested solution or remedy, (3) the name of the shop steward to represent the grievant if the grievant so desires, (4) be signed and dated by the grievant, and (5) a copy of the written decision from Step 1. Within five (5) work days of receipt of the written grievance, the appropriate second level supervisor (or designee) will hold a meeting with the grievant and steward, if representing the employee, and within five (5) work days following the meeting, issue a written decision to the grievant.

Step 3: If the grievant is not satisfied with the Step 2 decision, the written grievance may be submitted to the Deputy Director of MEL through the NIST Personnel Officer within ten (10) work days of receipt of the Step 2 decision. The grievance must spell out why the grievant is not satisfied with the Step 2 decision and the resolution sought and provide a copy of the written decisions at Steps 1 and 2. Within ten (10) work days of receipt of the grievance, the Deputy Director of MEL will hold a meeting with the grievant and shop steward, and within ten (10) work days of the meeting, issue a written decision.

Step 4: If the grievant is not satisfied with the Step 3 decision, the Union may submit a written notification within ten (10) work days of receipt of the Step 3 decision to the Deputy Director of the Institute through the NIST Personnel Officer notifying the NIST Deputy Director of the Union's intention to go to arbitration.

Steps for Grievances of Decisions to Sustain Proposed Suspensions of Fourteen (14) Days or Less

Step 1: The employee may grieve a decision to suspend for fourteen (14) days or less. The grievance must be filed with the NIST Deputy Director through the NIST Personnel Officer within five (5) calendar days of the MEL Deputy Director's decision to sustain the proposed suspension. The grievance must be written, state why the grievant is dissatisfied with the MEL Deputy Director's decision, and also state whether or not the grievant wishes a meeting. If a meeting is not requested, the NIST Deputy Director will issue a decision on the record within ten (10) calendar days of the filing of the grievance. If a meeting is requested, the meeting must be held within ten (10) calendar days of the request. The NIST Deputy Director may conduct the meeting himself, or assign a senior manager to conduct the meeting and report back to the NIST Deputy Director with the findings and recommendation. Within ten (10) calendar days of the meeting, the NIST Deputy Director will issue a written decision.

Step 2: If the grievant is not satisfied with the NIST Deputy Director's decision, the Union may decide to go to arbitration. If so, the procedures outlined in Step 4 above must be followed.

ARTICLE XXXII. Arbitration

Sec. 1. In the event grievances are not resolved in accordance with the provisions of Article XXXI, or in the event of a disagreement over a decision of a suspension of fifteen (15) days or more, reduction in grade or pay, or removal, binding arbitration may be invoked only in accordance with the following conditions:

(a) The grievance must involve the interpretation and application of terms of this Agreement or involve a disagreement of a decision on a suspension of fifteen (15) days or more, reduction in grade or pay, or removal.

(b) Arbitration may be invoked only by the Employer or the Union.

(c) Grievances involving NIST or DoC current and future regulations and policies on conditions of work are subject to arbitration, provided the grievances are not over matters otherwise excluded from negotiations by Article III, Management Rights. The arbitrator will be provided the interpretation of the rule or regulation by the NIST Personnel Officer and the arbitrator shall use this interpretation as a basis in deciding the grievance.

Sec. 2. Within seven work days of a receipt of the notice of intent to pursue arbitration, one of the parties shall request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties will discuss the list within three (3) work days of its receipt. If they cannot mutually agree upon one of the arbitrators on the list, then each will strike one arbitrator's name from the list of five and repeat this procedure until one arbitrator's name remains. He or she shall be the duly selected arbitrator.

Sec. 3. The fee and expenses of the arbitrator shall be borne equally by Management and the Union. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday. All employee representatives, employee appellants, and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Sec. 4. The arbitrator is requested by the parties to render his/her binding decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of /the hearings unless the parties otherwise agree.

Sec. 5. After receiving the arbitrator's decision, the NIST Director shall decide whether to: (1) file an exception to the decision with the Federal Labor Relations Authority; or (2) take actions required by the arbitrator's decision. If no exception is filed with the Federal Labor Relations Authority during the thirty-calendar day period beginning on the date of such award, the award shall be binding and final.

Sec. 6. The arbitrator's decision is limited to interpreting this Agreement or other conditions of work and the arbitrator shall not add to, subtract from, or modify any terms of this Agreement.

ARTICLE XXXIII. General Provisions

Sec. 1. Employees in the unit will not be canvassed with regard to any matter subject to negotiations or consultations unless such employees have been duly authorized by the Union to act as spokesperson in regard to such discussion.

Sec. 2. Except as otherwise provided in this Agreement, the Employer agrees that unit employees shall be specifically assigned to one (1) first line supervisor.

Sec. 3. The Employer agrees to allow the Union to share existing office space and equipment with existing IAM and WAMTC units to conduct union business at the Gaithersburg site.

Sec. 4. Management and the union will agree to a smoking area(s).

Sec. 5. Management will provide adequate telephone access to the bargaining unit.

ARTICLE XXXIV. Performance Evaluation

Sec. 1. The Department of Commerce Appraisal System for the General Workforce, DAO 202-430, constitutes the performance appraisal procedures for Bargaining Unit employees in FTD. The Employer will exercise its impact and implementation (I&I) bargaining responsibilities under CSRA/1978 for any changes to the performance system which are more than de minimus.

Sec. 2. Both parties recognize that Public Law 95-454 contains the legal requirement that agencies within the Federal Government establish and use a performance rating system applicable to all employees. The objective of such a performance evaluation and rating system shall be to:

(a) Use the results of performance ratings as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

(b) Recognize the merits of employees and their contribution to efficiency and economy.

(c) Improve individual performance.

(d) Correct individual work deficiencies.

(e) Establish performance standards and keep employees apprised of their performance in relation to these standards.

Sec. 3. All performance standards must be fair and job-related. The Employer agrees to ensure employee participation, and at its request the Union's participation, in the discussion of critical performance elements and performance standards. Management has the final say in the selection of such elements and standards.

Sec. 4. The annual performance rating discussion will be accomplished with the employee in private. The rating official's appraisal will be based on a thorough knowledge of performance, conditions under which the work is performed, observation, and an evaluation of the employee's work and results achieved. The employee has the right to freely express his or her views at the time of the annual performance rating. The employee may comment in writing within five work days of the final appraisal meeting. Any written comments are to be filed with the approving official who will respond in writing within 10 working days. If the rating is not changed to the employee's satisfaction in response to the written comments, the employee may request further consideration by filing a Step 3 grievance.

If the employee has filed no written comments during the 5-day comment period but seeks reconsideration, the employee must file a grievance that starts at Step 2. Signing of the appraisal form does not indicate either agreement with the rating or any waiver of grievance rights. The employee will receive a copy of the form after the rating official, approving official and the employee have signed the form. An employee may grieve the performance appraisal through the negotiated grievance procedure whether or not written comments were filed during the 5-day comment period. In addition to the annual rating, supervisors must hold at least one progress review to discuss performance at about the halfway point in each appraisal period. It is expected that other informal performance discussions will take place between the supervisor and employee. They should be frequent enough to assure mutual understanding of changing job requirements and any problem the employee is encountering in performing the work.

Sec. 5. If the performance of an employee fails to meet the criteria for fully successful or above, appropriate action will be taken as set forth in the Performance Appraisal Plan, Section 10. The employee will receive an extra copy of any notice proposing a performance-based action or a notice of decision on a proposed performance-based action which he or she may give to the Union.

ARTICLE XXXV. Apprentice Program

The Employer and the Union will work together to study the feasibility of establishing an apprentice program and on plans for implementation if a decision to proceed is made.

ARTICLE XXXV. Effective Date and Duration of Agreement

Sec. 1. This Agreement shall be effective on the date it is signed and will remain in full force and effect for a period of two (2) years from that date. By mutual agreement, the contract may be extended for periods of one (1) year without reopening negotiations.

Sec. 2. At least sixty (60) days but no more than seventy (70) days prior to the expiration of this Agreement, the party desiring a new Agreement shall give a written notice of this desire to the other party, together with the proposed ground rules for negotiations. Within twenty (20) days from receipt of said notice, representatives of the Employer and the Union shall meet and commence negotiations. During the negotiations, the current agreement will remain in full force and effect.

ARTICLE XXXVI. Time Limits

Time limits established in any Article in this Agreement may be extended by mutual agreement of the Employer and the Union.

We, NIST Management and Columbia Lodge 174, District 12, International Association of Machinist and Aerospace Workers, agree that negotiations for a new contract have been concluded. The contract becomes effective on the date it is signed by the Employer's representatives and by the Union's representative.

In witness whereof the parties hereto by their authorized representatives have executed this Agreement on this ____ day of __ 1994.

For the NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY:

by:

Richard H.F. Jackson
Deputy Director, MEL

by:

Ellen M. Dowd
Personnel Officer

For the COLUMBIA LODGE 174, DISTRICT 12, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO:

by:

William Brawner
Negotiator for the Union